

**1. DATA OF THE OPERATOR OF THE SITE StockBND LLC as the operator, is the officially legal partner of FUTDEAL LLC.**

STOCKBND LLC.

Registered office:

Company name: StockBND LLC.

Head office: 906 W 2nd Ave STE 100, Spokane, WA, 99201 United States

Tax Number (EIN): 83-2619007

Electronic mail address: info@stockbnd.com FUTDEAL LLC. (along with StockBND LLC.) is the exclusive operator of gamer44.com

Company name: FUTDEAL LLC.

Registered office: 5654 Marquesas Circle, Sarasota, Florida, 34233 United States

Tax number (EIN): 83-2601452

E-mail address: info@futdeal.com

**2. GENERAL TERMS AND CONDITIONS OF SERVICE** By ordering on the website and its confirmation, an electronically concluded contract is established between FUTDEAL LLC. and the person using the service specified herein, according to the provisions of this General Terms and Conditions ("GTC").

The purpose of this GTC is to establish the regulations in connection with the subscriber relationship established between the parties, the use of the platform and the rights and obligations of the parties. By accepting this GTC, the subscriber accepts the participation and other conditions, rules imposed by FUTDEAL and considers such conditions and rules effective for them.

The day of concluding the contract is the day when FUTDEAL sends confirmation about the order of the subscriber to the subscriber.

During the term of their legal relationship with FUTDEAL, the customer is only entitled to the rights granted in the GTC concerning their activity. The Subscriber irrevocably waives their claims of financial nature not detailed in writing and not expressly granted in writing concerning their activity related to FUTDEAL.

FUTDEAL does not accept responsibility for any damages resulting from using the website and/or the information presented therein, and from the defective operation or inaccessibility of the website, including its different services, whether due to failure of internet connection and/or the fault of the internet service providers and/or the computers of FUTDEAL and/or the computer of the subscriber. This includes the loss of availability due to the malfunction of the online payment system, malfunction of the web office or force majeure effects affecting the telecommunication network as well, adding that outside the scope of force majeure FUTDEAL immediately takes measures required for the troubleshooting, restoration of the IT devices belonging to its scope of influence. Based on current technology, FUTDEAL cannot guarantee continuous availability.

**Copyright**

International copyright legal regulations are applicable to and protect this website, information that can be downloaded from this website and other elements advertised herein.

According to the effective legal regulations, the characteristics of fair use are applicable to the use of the website.

Information cannot be copied, modified, distributed or used for commercial purposes without the permission of the owner of the copyright. Amendment of the conditions

FUTDEAL reserves the right to amend the website from time to time, including the introduction of new services and/or the termination of existing ones, and/or the amendment of instructions or conditions concerning the use of the website, and/or the cancellation of the entire website or parts of it. FUTDEAL will provide information in due time before enacting the changes so that the subscriber using the services to be amended/cancelled can provide for the services they used and the reimbursements becoming necessary due to the unused subscription term.

Principles against money laundering, reporting changes in data, protection of the rights of minors FUTDEAL follows the application of principles and instructions against money laundering as specified in the effective legal regulations and makes every effort to determine the real identity of its customers. When notified by FUTDEAL, its registered customer must send a valid copy of certain documents to us if so required. The subscriber states that their

provided personal data are true and correct. If the subscriber did not provide any significant fact, data or information in the course of registration, or provided it to FUTDEAL in a deceptive way, then the subscriber shall acknowledge that it may result in locking them out of the system. Any changes in the data of the subscriber shall be entered by the subscriber in the computer system of FUTDEAL within 5 days. The subscriber states that their contracts concerning third parties do not limit or exclude their relationship established and existing with FUTDEAL. Subscriber can exercise all their activities concerning FUTDEAL as a fully able person of age.

### **3. GENERAL INTRODUCTION OF THE SERVICE**

FUTDEAL operates an online platform (gamer44) for connecting users to purchase and sale game keys, operated in a subscription system. Gamer44 is not a reseller digital store so it does not buy or sale digital products.

### **4. TERMS AND CONDITIONS OF SUBSCRIPTION ON THE PART OF FUTDEAL AND OF THE SUBSCRIBER** FUTDEAL offers 1 subscription options: VIP subscription.

The price for the VIP subscription is \$ 28, for which the subscriber receives selected normal and premium games as it's written on gamer44.com.

We will gift you 7 spins during the 7 days free period, if you subscribe!

If any of the stated games are not available due to stock shortage, or the uploader sold us a wrong key, we will exchange it to another game with the same value.

FUTDEAL does not grant repurchase rights concerning subscriptions but grants 7 days free use for using the subscriptions so the subscriber can cancel the used service within 7 days. The subscriber can cancel their subscription any time before it expires, and the subscription is terminated when it expires. If the termination notice arrives on the monthly date of the subscription, the termination only becomes effective on the next subscription date. The same rule applies to the 7 days trial period specified in this section as well, adding that termination free of charge is possible until the end of the 7th day.

The subscriber is free to choose from the payment methods offered by FUTDEAL and can change payment method on the online interface during the term of the subscription. If the subscription cannot be renewed with the payment method selected by the subscriber on the day of renewing the subscription, then the subscription gets suspended and the subscriber is notified thereof.

Seller acknowledges that they should set the general terms and conditions of the sales made to the users. Seller should solely comply to any applicable law (especially intellectual property rights, copyrights, personality rights) upon selling, Seller should not publish any false or misleading information concerning the product offered for sale, which may be detrimental to or may expose third party subscribers to any harm.

It is prohibited to seller to use the subscription for any illegal purposes or to violate domestic or international laws, including provisions relating to copyright, intellectual property rights and other property rights protection.

Seller should provide a proper description of the sale as: sales contract title, description, detailed activation method, returns, warranty, price, and photos. It may not include inappropriate content, content which infringes applicable laws or these GTC. The description should not contain any advertising content or promoting goods and services which are not offered on the portal. The description cannot infringe any rights of third parties (copyrights, intellectual property rights). Seller should withdraw any offer prior any unprocessed purchase.

FUTDEAL applies a commission for completed purchases on the portal. The commission paid by the seller is non-refundable. After the deduction of the commission, **FUTDEAL pays out the purchase price to seller after 20 business days.** This term provides an opportunity to buyer to report any claims upon the respected purchase. In this case the payment made by the subscriber for products or services purchased from the seller would have to be returned by the seller as a result of the subscriber complaint caused by faults of the products or services provided by the seller. Due to the commission being non- refundable, the seller is not entitled to claim any compensation from FUTDEAL may

retain the sums of back commissions, contractual penalties and compensations costs which the seller shall cover.

Seller is solely responsible for playing any applicable tax liabilities in compliance with applicable laws.

FUTDEAL shall not in particular bear any responsibility against any third parties related in particular to nonperformance or improper performance by the seller of his agreement with the User (or other seller), or to any delict committed by the seller, any infringement by the seller of the law in force or related to any false information, assurances or statements submitted by the seller. In case of any claims, complaints, directed by third parties to FUTDEAL related to sellers' behavior, seller is obliged to take full responsibility against these entities, which means in particular that the seller shall bear all and any costs related thereto and borne by FUTDEAL or to which FUTDEAL will be forced through any kind of commitment or any fees, damages, fines, penalties, charges, presence at court or in front of any authority and public administration body, correspondence costs and any other possible charges, fees, etc. In case of third parties file any claims against FUTDEAL related to any violations on part of the seller, in particular violation of copyrights, such seller shall replace FUTDEAL in such proceedings.

FUTDEAL shall not be liable for the products and services sold through the portal including for whether they are fit for purpose, for their quality, legality, legal defects.

## **SUBSCRIPTION TERMS**

Subscription can be started for a free period of 7 days.

During this period, the user can spin gift content for free.

If you want to receive the game keys, you must confirm the subscription under the My Keys menu item.

If the user confirms their subscription, we will provide the content for a period of 1-6 months and deduct the monthly fee on a monthly basis.

There is no charge for content selected over a 7-day period.

### **As a subscriber, our users get 1 fix top game every month.**

After the payment for the actual month arrives to our bank account, we put the game in the "MY KEYS" menu in the user's DASHBOARD.

To activate and get the key, the user has to invite 10 (ten) NEW users successfully to our site.

This means, we need 10 (ten) NEW users, who start the 7 days free trial period.

After this, the gamekey will be available in the user's dashboard, under the "MY KEYS" tab.

We reserve the right to make changes, games are available while stocks last.

## **3 MONTHS SUBSCRIPTION**

In the case where the user chooses the annual subscription on the payment form, the service provider is entitled to deduct the 3 months fee in one amount per 3 months until the subscriber cancels.

The service provider reserves the right to change the price on the platform.

## **5. REGISTRATION**

In the course of the registration, the subscriber must provide a real e-mail address, name, address and password.

In the course of the registration, it is mandatory to provide the personal data required for providing the service and invoicing. The system does not accept registration without providing the mandatory data.

After registration, FUTDEAL sends confirmation to the subscriber electronically, to the e-mail address provided during registration about the successful registration of the subscriber.

After registration, the subscriber can log in by entering their e-mail address/login name and their chosen password.

By signing the registration, the subscriber at the same time authorizes FUTDEAL to process, store and use their personal data as intended.

FUTDEAL performs the processing of personal data provided in the course of registration according to the provisions of its effective Data Processing Regulation. The subscriber can modify their personal data provided in the course of registration. The subscriber is responsible if they do not modify changes in their data to be mandatorily provided accordingly, and as a result, the subscriber cannot use the service.

If the subscriber forgets their password, it is possible to request sending a new password from FUTDEAL to their e-mail address provided in the course of registration. The new password is good for logging in one time, then the subscriber can modify it to a password chosen by the subscriber after logging in.

FUTDEAL reserves the right to deny registration in justified cases or to revoke it at any time temporarily or permanently, especially in the case of:

- \* providing false or lacking data

- \* violating the provisions of this GTC or any abuse of the personal data of FUTDEAL, the rightsholders and/or other Customers or the system of the service. FUTDEAL informs the customer about the cause of the rejection or revocation in an e-mail message.

## **6. DATA PROCESSING CONDITIONS**

FUTDEAL LLC. records and stores the accompanying data of the request and confirmation conducted on the online contract conclusion interface provided by FUTDEAL LLC and the content of the request filled in by the subscriber. The subscriber acknowledges that FUTDEAL LLC. is entitled to store and process the data provided by the subscriber and to forward such data to the persons contributing to the provision of the service. Additionally, the subscriber acknowledges that FUTDEAL LLC is only responsible for the security of data forwarded on the internet to the extent it concerns data stored in its own electronic system.

In the case of a natural person, the subscriber acknowledges that the data protection statement shall be accepted online.

## **7. AMENDMENTS OF THE GTC, TRADEMARK RIGHTS**

The amendment of the GTC shall be considered approved by the change being accepted by the subscriber after being notified. The customers and website visitors are not entitled to the unauthorized use of trademarks, product labels, illustrations, images, symbols used by FUTDEAL except if the person

concerned gave their prior consent to this. In case of violating this obligation FUTDEAL is entitled to terminate this contractual legal relationship with immediate effect, besides enforcing other rightful claims. The subscriber gives their consent to FUTDEAL for sending

offers with marketing purposes, advertisements personally, by telephone, SMS, online communication platforms or e-mail messages, to the extent required for the operation of the system. If the subscriber objects to this in writing, then FUTDEAL shall not be entitled to contact the customer with notices with such content in the future. The subscriber – considering the following – gives their consent to FUTDEAL for the assignment or other transfer of this agreement or its rights and obligations under it to a third-party enterprise already with this contract. In the case of contractual legal succession, FUTDEAL is obliged to publish this event on the FUTDEAL

website within 30 days before the actual legal succession at the latest. If the subscriber notifies FUTDEAL in writing within 15 days from the publication of this legal succession that they do not intend to be in a contractual legal

relationship with the legal successor, then the legal relationship between the parties is terminated on the day before the effective date of the legal succession and FUTDEAL cannot give the data of the subscriber to the legal successor. This rule is not applicable to the general legal succession realized according to legal regulations /e.g. transformation, separation, spin-off, merger, etc./

## **8. INVALIDITY**

Should certain stipulations of the subscriber agreement and of this GTC (hereinafter: the agreement) be deemed invalid, this invalidity does not concern the entirety of the agreement. The provisions of the agreement not affected by the invalidity remain effective and enforceable, and instead of the provisions concerned an effective rule related to the legal relationship between the parties that is the closest possible to the invalid provision shall be applied, except if the parties would not have concluded the contract at all without the invalid provisions or the provisions deemed to be invalid.

## **9. APPLICABLE LAW, COURT JURISDICTION**

In matters not provided for in the subscriber agreement and in the GTC the laws according to the registered office of the company operating the FUTDEAL website shall be applicable to this legal relationship. The parties subject themselves to the jurisdiction of the court operating in the USA to decide any dispute arising from this contract or related to it, in connection with its breach, termination, validity or interpretation. FUTDEAL LLC., as the central operator of www.FUTDEAL.com, and the websites under the subdomains, reserves the right to unilaterally amend this General Terms of Use. Registered members shall be notified in a short message on the website about potential amendments and conditions concerning products; the same applies to visitors of the site.

UETA - Uniform Electronic Transactions Act UCC – Uniform Commercial Code

## **10. SENDING OBSERVATIONS, COMPLAINT MANAGEMENT**

If the subscriber has any observations or complaints concerning the contract, they can contact the Subscriber Service of FUTDEAL LLC., which can be contacted at: [info@futdeal.com](mailto:info@futdeal.com)

At the written request of the subscriber FUTDEAL LLC.

sends a copy of the contract by e-mail.

Complaints are reviewed within 30 days from reception at the most, and the subject shall be informed the same way as the complaint was sent about the result of the review and about the options of legal remedy available for the subscriber if the complaint was refused. For matters not provided for in this contract and the related documents the legal regulations applicable to electronic trade and contract conclusion between remote partners shall be applied.

## **11. CONFIDENTIALITY OBLIGATION**

The parties acknowledge that all data, facts, information, etc. related to the activity of the other party (hereinafter: data) the disclosure, acquisition or by unauthorized persons of might harm or threaten the rightful financial, economic or security interests of the beneficiary – and that is not otherwise categorized as other forms of secret by legal regulations – are the business secrets of the party concerned.

FUTDEAL shall treat secrets it becomes aware of considering the relevant legal regulations and the provisions of this GTC.

With regards to its confidentiality obligation FUTDEAL does not make data it becomes aware of available for and does not hand over to unauthorized persons and does not publish such data.

FUTDEAL acknowledges that the confidentiality obligation it undertook also extends to third parties it involves in the performance of the contract. FUTDEAL shall advise such persons about the confidentiality obligation specified in the contract and about compliance with this obligation and shall certify such compliance to the subscriber at any time. The confidentiality obligation has no limitations as to time, if the legal regulations do not provide otherwise. The publication of any of the above data in order to perform any obligation required by legal regulations by any party is an

exception from the confidentiality.

#### **14. CANCEL YOUR SUBSCRIPTION**

If you want to cancel your subscription, please send a message to our customer support. After that you also have to cancel it at your payment provider, because in some cases they continue to debit your card after we accept your cancellation. Until then we keep up your subscription's content for you.

**15.04.2021.**